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In Pro Se

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
LOS ANGELES DIVISION**

In re:

Adversary Case No. 24-ap-01152- BR  
Bankruptcy Case No. 24-bk-12532-BR-Chapter 7

Amy Blalock, an individual;  
Debtor,

Stewart Lucas Murrey, an individual;  
Plaintiff,  
vs.

Amy Blalock, an individual;  
Defendant

**DEFENDANT'S ANSWER TO  
COMPLAINT TO DETERMINE  
DISCHARGEABILITY OF DEBT  
PURSUANT TO USC 523 (A) (6)**

**STATUS CONFERENCE:**

**DATE: 01/07/2025**

**TIME: 10AM**

**PLACE: EDWARD R. ROYBAL  
COURTHOUSE**

**255 E TEMPLE ST  
LOS ANGELES, CA 90012**

Defendant answers Plaintiff's complaint as follows:

Paragraph 1: ☒ Admit ☐ Deny ☐ I do not have enough information and therefore deny.

Paragraph 2: ☒ Admit ☐ Deny ☐ I do not have enough information and therefore deny.

Paragraph 3: ☒ Admit ☐ Deny ☐ I do not have enough information and therefore deny.

DEFENDANT'S ANSWER

- 1 Paragraph 4: ☒ Admit ☐ Deny ☐ I do not have enough information and therefore deny.
- 2 Paragraph 5: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.
- 3 Paragraph 6: ☒ Admit ☐ Deny ☐ I do not have enough information and therefore deny.
- 4 Paragraph 7: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.
- 5 Paragraph 8: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.
- 6 Paragraph 9: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.
- 7 Paragraph 10: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.
- 8 Paragraph 11: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.
- 9 Paragraph 12: ☒ Admit ☐ Deny ☐ I do not have enough information and therefore deny.
- 10 Paragraph 13: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.
- 11 Paragraph 14: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.
- 12 Paragraph 15: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.
- 13 Paragraph 16: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.
- 14 Paragraph 17: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.
- 15 Paragraph 18: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.
- 16 Paragraph 19: ☒ Admit ☒ Deny ☐ I do not have enough information and therefore deny.  
*in part in part*
- 17 -While I did make that statement because of my fear, there was no conspiracy
- 18 Paragraph 20: ☒ Admit ☒ Deny ☐ I do not have enough information and therefore deny.  
*in part in part*
- 19 -While I did mention him ending up on Dateline, I never accused plaintiff of
- 20 kidnapping or murdering women, I simply said I was afraid
- 21 Paragraph 21: ☒ Admit ☒ Deny ☐ I do not have enough information and therefore deny.  
*in part in part*
- 22 -I mentioned a documentary but have never conspired with anyone to harm
- 23 plaintiff
- 24 Paragraph 22: ☒ Admit ☒ Deny ☐ I do not have enough information and therefore deny.  
*in part in part*
- 25 -While I mentioned that, there was no recording made
- 26 Paragraph 23: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.
- 27 Paragraph 24: ☐ Admit ☒ Deny ☐ I do not have enough information and therefore deny.
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DEFENDANT'S ANSWER

- 1 Paragraph 25: ☒ Admit ☒ Deny ☐ I do not have enough information and therefore deny.  
2 *in part* *in part*  
3 -I received a very small sum of money to help with legal fees from GoFundMe,  
4 but I did not start the fund, nor did I conspire, nor did I publish any stories about  
5 plaintiff  
6 Paragraph 26: ☐ Admit ☒ Deny ☐ I do not have enough information and therefore deny.  
7 Paragraph 27: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.  
8 Paragraph 28: ☐ Admit ☒ Deny ☐ I do not have enough information and therefore deny.  
9 Paragraph 29: ☐ Admit ☒ Deny ☐ I do not have enough information and therefore deny.  
10 Paragraph 30: ☐ Admit ☒ Deny ☐ I do not have enough information and therefore deny.  
11 Paragraph 31: ☐ Admit ☒ Deny ☐ I do not have enough information and therefore deny.  
12 Paragraph 32: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.  
13 Paragraph 33: ☒ Admit ☐ Deny ☐ I do not have enough information and therefore deny.  
14 Paragraph 34: ☐ Admit ☒ Deny ☐ I do not have enough information and therefore deny.  
15 Paragraph 35: ☐ Admit ☒ Deny ☐ I do not have enough information and therefore deny.  
16 Paragraph 36: ☐ Admit ☒ Deny ☐ I do not have enough information and therefore deny.  
17 Paragraph 37: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.  
18 Paragraph 38: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.  
19 Paragraph 39: ☒ Admit ☐ Deny ☐ I do not have enough information and therefore deny.  
20 Paragraph 40: ☐ Admit ☒ Deny ☐ I do not have enough information and therefore deny.  
21 Paragraph 41: ☐ Admit ☒ Deny ☐ I do not have enough information and therefore deny.  
22 Paragraph 42: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.  
23 Paragraph 43: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.  
24 Paragraph 44: ☒ Admit ☐ Deny ☐ I do not have enough information and therefore deny.  
25 Paragraph 45: ☐ Admit ☒ Deny ☐ I do not have enough information and therefore deny.  
26 Paragraph 46: ☐ Admit ☒ Deny ☐ I do not have enough information and therefore deny.  
27 Paragraph 47: ☐ Admit ☒ Deny ☐ I do not have enough information and therefore deny.  
28 Paragraph 48: ☐ Admit ☐ Deny ☒ I do not have enough information and therefore deny.

DEFENDANT'S ANSWER

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**AFFIRMATIVE DEFENSES:**

- ☐ 1. Accord and Satisfaction: The other party and I already agreed to a resolution of our problem and I did everything that I was supposed to.
- ☒ 2. Ambiguity: The other party did not clearly state the amount or the issue(s) in this case, which makes it hard for me to respond. I ask the court to allow me to add more defenses later if I need to.
- ☐ 3. Anticipatory Repudiation: The other party pulled out of the deal before I could perform;
- ☐ 4. Arbitration and Award: These claims have already been resolved by an arbitrator.
- ☐ 5. Assumption of Risk: The other party cannot recover because they assumed the risk.
- ☐ 6. Capacity: At the time of the contract, I was mentally disabled or younger than 18.
- ☐ 7. Collateral Estoppel: The other side already litigated this issue(s) and should not be allowed to relitigate it now.
- ☐ 8. Contributory negligence: The other side's own negligence contributed to their alleged damages.
- ☐ 9. Duress: Defendant's actions are excused because they reasonably feared death or imminent harm.
- ☒ 10. Estoppel: The other side should not be able to assert any claims against me because of their own conduct before and after the contract.
- ☐ 11. Excuse/Breach of Contract: The other party violated the contract first, by:
- ☐ changing the terms of the contract,
  - ☐ failing to give me credit for payments I made,
  - ☐ agreeing to change the original contract, but not honoring the new agreement,
  - ☐ failing to make payments under the insurance plan I purchased,
  - ☐ breaching the implied warranty of good faith and fair dealing by acting unreasonably which denied me the benefits I had under the contract.
- ☐ 12. Failure of Condition Precedent: I was not obligated to perform because something was supposed to happen first but it never did.

☐ 13. Failure of Consideration/Failure to Perform: The other side did not do what they were supposed to do under the contract.

☐ 14. Failure to Mitigate: This means that the other party failed to lessen their damages when they could have. The other side is not entitled to interest and/or attorneys' fees when it allowed them to add up by unnecessarily by:

☐ refusing a reasonable settlement offered by the Defendant; or

☐ failing to act quickly to collect the alleged debt, to try to obtain a reasonable settlement with Defendant, and/or to file a lawsuit in Court to collect.

☐ 15. Failure to Plead Fraud with Particularity: The other side did not plead fraud in a specific enough way as they are supposed to under Fed. Rule of Civ. Pro. 9(b).

☒ 16. Failure to State a Cause of Action: The other side did not state an essential element for:

☒ 11 U.S.C. § 523(a)(2)(A): for money, property, services, or an extension, renewal, or refinancing of credit, to the extent obtained by false pretenses, a false representation, or actual fraud, other than a statement respecting the debtor's or an insider's financial condition;

☐ 11 U.S.C. § 523(a)(2)(B): for money, property, services, or an extension, renewal, or refinancing of credit, to the extent obtained by use of a statement in writing that is materially false;

☐ 11 U.S.C. § 523(a)(4): for fraud or defalcation while acting in a fiduciary capacity, embezzlement, or larceny;

☒ 11 U.S.C. § 523(a)(6): for willful and malicious injury by the debtor to another entity or to the property of another entity;

☐ 11 U.S.C. § 727(a)(2)(A): if the debtor, with intent to hinder, delay, or defraud a creditor or an officer of the estate charged with custody of property under this title, has transferred, removed, destroyed, mutilated, or concealed, or has permitted to be transferred, removed, destroyed, mutilated, or concealed — (A) property of the debtor, within one year before the date of the filing of the petition; or (B) property of the estate, after the date of the filing of the petition;

☐ 11 U.S.C. § 727(a)(4)(A): for the debtor knowingly and fraudulently, in or in connection with the case, making a false oath or account, presenting or using a false claim, gave, offered, received, or attempted to obtain money, property, or advantage, or a promise of money, property, or advantage, for acting or forbearing to act; or withheld from an officer of the estate entitled to possession under this title, any recorded information, including books, documents, records, and papers, relating to the debtor's property or financial affairs;

☐ 11 U.S.C. § 727(a)(7): if the debtor has committed any act specified in paragraph (2), (3), (4), (5), or (6) of this subsection § 727(a), on or within one year before the date of the filing of the petition, or during the case, in connection with another case, under this title or under the Bankruptcy Act, concerning an insider;

☐ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

☐ 17. Fraud, Misrepresentation, or Concealment: I am not responsible because of fraud, misrepresentation or concealment of facts by some other party.

☐ 18. Frustration of Purpose: There is no reason the contract should be enforced now.

☐ 19. Identity Theft: I am not the right person because someone stole and used my identity.

☐ 20. Illegality: The contract cannot be enforced because some part of it is for an illegal purpose.

☐ 21. Injury by fellow servant: The injuries or damages the other side claims they have suffered were caused by the other side's own co-workers.

☒ 22. Justification and Privilege: Defendant's actions were right, allowed, or required by law.

☐ 23. Laches: The other person has waited too long to take me to court and this has hurt my case.

☐ 24. Lack of Consideration: There was no contract from the beginning because I got little or no benefit from the agreement.

☐ 25. License: The other party gave me permission to use or have the property or goods at issue.

☐ 26. Mistake: I am not responsible for the debt because an error of some kind has been made.

DEFENDANT'S ANSWER

- ☐ 27. Offset: Any alleged damages suffered by the other side are offset by the value the other side received from the Defendant.
- ☐ 28. Oral Modification: The other person and I agreed to change the original contract verbally.
- ☐ 29. Parole Evidence Rule: The written agreement controls and the other party cannot go against the written agreement with verbal statements.
- ☐ 30. Ratification: Plaintiff ratified the contract and therefore cannot assert any claims set forth.
- ☐ 31. Recission: I had already told the other party that I wanted to stop the contract.
- ☐ 32. Release: The other party gave up their right to sue on the rights or claims or the other party discharged my duty to perform under the contract.
- ☐ 33. Res judicata: The other party already had a chance to litigate these causes of action or defenses and should not be allowed to relitigate them now.
- ☐ 34. Statute of Frauds: The kind of contract at issue in this case is supposed to be in writing and it is not.
- ☐ 35. Standing/Privity: Even if I am responsible for a debt, the Plaintiff has not shown that I owe the debt to it rather than someone else.
- ☐ 36. Statute of Limitations: The other person was waited too long to take me to court:
- ☐ Cal. Code of Civ. Proc. § 337: An action based on a written contract, an open book account, or an account stated must be filed within four years from the date a payment first came due and was not paid.
- ☐ Cal. Code of Civ. Proc. § 339: An action based on an oral contract must be filed within two years of when the amount became due and was not paid.
- ☐ Delaware Code, Title 10 § 8106: An action based on a written contract must be brought within 3 years of when the amount came due and was not paid.
- ☐ 37. Tender of Payment: I offered payment and the other person refused to accept the payment.
- ☐ 38. Unclean Hands: Plaintiff's claims are barred by the doctrine of unclean hands.
- ☐ 39. Unconscionable Contract: It would be unfair if I was ordered to pay (against public policy).
- ☐ 40. Undue Influence: I was convinced to agree to this contract unfairly.

DEFENDANT'S ANSWER

1 ☐ 41. Unjust Enrichment: The other party is attempting to receive more money that they should be  
2 allowed to get.

3 ☐ 42. Waiver: The other side, through its actions, conduct and words has given up their right to make  
4 any claims against the Defendant.

5 ☐ 43. Wrong Party: I am not the right person because although I may have been an authorized user of  
6 the claim at issue, I was not responsible to pay it.

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8 ☒ 44. Reservation: This case is ongoing and Defendant reserves the right to assert additional  
9 affirmative defenses and counterclaims to change their responses upon the revelation of more facts  
10 during discovery.

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13 **REQUEST FOR RELIEF:**

14 Wherefore, the Defendant requests:

- 15 1. The Court issues an order to dismiss of the Plaintiff's Complaint with prejudice;  
16 2. The Court issues an order that Plaintiff shall take no relief from the complaint;  
17 3. The costs of suit incurred herein;  
18 4. Such further relief the Court deems fair and just.

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22 Dated: November 21, 2024

Respectfully Submitted,

  
\_\_\_\_\_  
Amy Blalock,

Debtor In Pro Se



## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

1104 Echeverry Chase Dr.  
Glendale CA 91205

A true and correct copy of the foregoing document entitled (specify):

Defendant's answer to complaint to determine  
dischargeability of debt pursuant to §23(a)(6)

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 11/21/2024, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

See NEF confirmation of electronic transmission to The  
US Trustee, any trustee in this case, and to any attorneys who  
receive service by NEF.

☐ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:**

On (date) 11/21/2024, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

STEWART LUCAS MURPHY  
1217 WILSHIRE BLVD # 3055

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

11/21/2024  
Date

KELLEY ATKINSON  
Printed Name

Kelley  
Signature